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AWARD No. 2161

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IN INDRP Case No. 2161

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.IN REGISTRY
(NATIONAL INTERNET EXCHANGE OF INDIA)
.IN Domain Name Dispute Resolution Policy (INDRP)

Disputed Domain Name: hafeleservicehelpcenter.in

Dated: 7th SEPTEMBER 2026

IN THE MATTER OF:

HÄFELE SE & CO KG

Adolf-Häfele-Str. 1,
72202 Nagold, GERMANY

..... Complainant

Vs.

Syed Nadeem

No. 17/1, 1st Main Road, Shampura, KG Halli,
Bangalore, Karnataka – 560056, INDIA

..... Respondent

1. Parties

- 1.1 The Complainant in the present arbitration proceeding is **Häfele SE & Co KG**, having its registered office at Adolf-Häfele-Str. 1, 72202 Nagold, Germany. The Complainant is represented in the present proceedings by **BETTINGER Rechtsanwälte Partnerschaft mbB**, through its authorised representative, Dr. Torsten Bettinger, Trogerstraße 52, 81675 München, Germany, duly empowered by a Power of Attorney dated 14th July 2026 executed in his favour.

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1.2 The Respondent in the present arbitration proceeding is **Syed Nadeem**, of the address No. 17/1, 1st Main Road, Shampura, KG Halli, Bangalore, Karnataka – 560056, India, as per the details available in the WHOIS database maintained by the National Internet Exchange of India (NIXI).

2. Domain Name, Registrar and Registrant

- 2.1 The disputed domain name is <hafeleservicehelpcenter.in>.
- 2.2 The Registrar is Good Domain Registry Private Limited (IANA ID: 1533).
- 2.3 The Registrant is Syed Nadeem, of the address No. 17/1, 1st Main Road, Shampura, KG Halli, Bangalore, Karnataka – 560056, India. The disputed domain name was created on 11th October 2025.

3. Important Dates

S. No.	Particulars	Date (All Communication done in electronic mode)
1.	Date on which NIXI's email was received seeking consent for appointment as Arbitrator.	7 th August 2026
2.	Date on which the Statement of Acceptance and Declaration of Impartiality and Independence was submitted.	10 th August 2026
3.	Date of Appointment as Arbitrator (per NIXI's handover email).	10 th August 2026

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4.	Soft copy of the Complaint and annexures received from NIXI through email.	10 th August 2026
5.	Date on which notice under Rule 5(c) was issued to the Respondent.	10 th August 2026
6.	Date on which the Respondent's first reply was received showing interest in reaching an amicable settlement .	10 th August 2026
7.	Date on which service of the Complaint was made by the Complainant on the Respondent.	20 th August 2026
8.	Date on which the Complainant's counsel requested deferral of the matter for 10 days in view of efforts to reach settlement.	20 th August 2026
9.	Date on which the Settlement Agreement was executed by the Parties and brought on records of case.	7 th September 2026
10.	Date of this Award.	7 th September 2026

4. Procedural History

- 4.1 This is a mandatory arbitration proceeding in accordance with the .IN Domain Name Dispute Resolution Policy (INDRP) adopted by the National Internet Exchange of India (NIXI). The INDRP Rules of Procedure (the "Rules") were approved by NIXI on 28th June, 2005 in accordance with the Indian Arbitration and Conciliation Act, 1996. By registering the disputed domain name with the accredited Registrar of NIXI, the Respondent agreed to the resolution of the

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dispute pursuant to the .IN Dispute Resolution Policy and Rules framed thereunder.

- 4.2 The Complainant filed an Amended Complaint dated 5th August 2026, identifying the Respondent, Syed Nadeem, in accordance with the WHOIS information disclosed by NIXI, and seeking transfer of the disputed domain name. The Complaint was filed in accordance with the requirements of Rule 3 of the INDRP Rules, supported by a Power of Attorney dated 14th July 2026 in favour of the Complainant's authorised representative.
- 4.3 In accordance with Rule 5 of the INDRP Rules, NIXI notified the parties on 10th August 2026 that Dr. Karnnika A Seth had been appointed as the Sole Arbitrator for adjudicating upon the dispute in accordance with the Arbitration and Conciliation Act, 1996 and the Rules framed thereunder. The Arbitrator submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by NIXI, on the same date.
- 4.4 The Arbitrator issued notice to the Respondent under Rule 5(c) of the INDRP Rules on 10th August 2026, at the Respondent's email address syednadeem186@gmail.com, calling upon the Respondent to file a reply to the Complaint within fifteen (15) days of receipt of the Arbitrator's email, failing which the Complaint would be decided on merits.
- 4.5 Pursuant to the notice issued by the Arbitrator, the Respondent responded on 10th August 2026, stating that he did not wish to retain, use, or contest the disputed domain name, that he is willing to discontinue its use, and requesting that the matter be closed/disposed of accordingly as per INDRP Rules.

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- 4.6 The Complainant's counsel sought 10-day time to seek the Respondent's express consent (by executing a settlement agreement) to transfer the disputed domain name for resolution of the dispute under Rule 21 of the INDRP Rules. The Respondent, by email dated 1st Sept 2026, sought time to execute the proposed settlement agreement and vide e-mail dated 1 September 2026 was granted 7 days to consider and execute the same.
- 4.7. To record the amicable settlement, the Parties executed a Settlement Agreement dated 7th September 2026 in INDRP Case No. 2161 which was filed as official record of the case by Complainant on 7th September 2026. Under the Settlement Agreement, the Respondent has irrevocably consented to the transfer of the disputed domain name to the Complainant and agreed to take all steps and provide all confirmations reasonably required by the .IN Registry, the Registrar and/or the Arbitrator to effect such transfer. The Parties further agreed therein that the Respondent's agreement to the transfer and to the settlement of the proceedings is made solely for the purpose of resolving the present dispute and shall not constitute an admission of liability, infringement, bad faith or wrongdoing, and that the Respondent has no objection to the Parties informing the Arbitrator and the .IN Registry of the settlement and to the arbitration proceedings being terminated in accordance with Rule 21 of the INDRP Rules of Procedure. The settlement Agreement further records that, upon completion of the transfer and termination of INDRP Case No. 2161, it shall not pursue any further claim against the Respondent solely in respect of the registration and continued ownership of the said disputed domain name. The Respondent has agreed to cooperate promptly with all reasonable requirements

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necessary to effect the transfer, it being recorded that any delay caused by the Registrar, the .IN Registry, technical processing or other circumstances outside the Respondent's reasonable control shall not constitute a breach of the Settlement Agreement, provided the Respondent has promptly taken all actions and provided all confirmations reasonably required of him. True copy of the Settlement Agreement filed is annexed to the Award as *Annexure A* herewith.

5. Discussion and Findings

- 5.1 During the course of the present proceedings, the Parties resolved the dispute between themselves and recorded the terms of settlement in the Settlement Agreement referred to at paragraph 4.8 above. Pursuant thereto, the Parties requested the Arbitrator to record the settlement and to terminate the present proceedings in accordance with Rule 21 of the INDRP Rules of Procedure.
- 5.2 In view of the aforesaid settlement, the Arbitrator deems it appropriate not to examine the merits of the case any further and proceeds to pass the present Award in terms of the settlement recorded above, and subject to the terms of the Settlement Agreement recorded at paragraph 4.8.

6. DECISION

In the light of the foregoing discussion and in view of the settlement between the parties, the Arbitrator directs that the disputed domain name <hafeleservicehelpcenter.in> be transferred from the Respondent, Syed Nadeem, to the Complainant, Häfele SE & Co KG.

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Therefore, the .IN Registry is directed to transfer the disputed domain name to the Complainant.

The Award is passed on this 7th September 2026

Place: New Delhi

Karnnika A Seth

(Dr.) Karnnika A Seth

Sole Arbitrator

SETTLEMENT AGREEMENT**INDRP Case No. 2161****Domain Name: <hafeleservicehelpcenter.in>**

This Settlement Agreement is entered into between:

Häfele SE & Co KG, Adolf-Häfele-Str. 1, 72202 Nagold, Germany (the "Complainant"),
and

Syed Nadeem, No. 17/1, 1st Main Road, Shampura, KG Halli, Bangalore, Karnataka 560056, India (the "Respondent").

The Complainant and the Respondent are together referred to as the "Parties".

1. The Parties have agreed to resolve amicably the dispute concerning the domain name <hafeleservicehelpcenter.in>, which is currently the subject of INDRP Case No. 2161.
2. The Respondent irrevocably consents to the transfer of the domain name <hafeleservicehelpcenter.in> to the Complainant, Häfele SE & Co KG, and agrees to take all steps and provide all confirmations reasonably required by the .IN Registry, the Registrar and/or the Sole Arbitrator to effect such transfer.
3. The Respondent has no objection to the Parties informing the Learned Sole Arbitrator and the .IN Registry of this settlement and requesting that the transfer of the disputed domain name be implemented and that the arbitration proceedings thereafter be terminated in accordance with Rule 21 of the INDRP Rules of Procedure.
4. The Respondent's agreement to the transfer and to the settlement of the proceedings is made solely for the purpose of resolving the present dispute and shall not constitute an admission of liability, infringement, bad faith or wrongdoing.
5. Upon completion of the transfer of the disputed domain name to the Complainant, the Complainant shall promptly, and in any event within two (2) business days after confirmation that the transfer has been successfully completed, notify the Learned Sole Arbitrator and the .IN Registry of the completed transfer and request termination/closure of INDRP Case No. 2161 pursuant to Rule 21 of the INDRP Rules of Procedure.
6. Upon completion of the transfer of the disputed domain name to the Complainant and termination of INDRP Case No. 2161, the Complainant shall not pursue any further claim against the Respondent solely in respect of the registration and continued ownership of the disputed domain name that forms the subject matter of the present INDRP proceeding.
7. The Respondent shall cooperate promptly with all reasonable requirements necessary to effect the transfer of the disputed domain name. Any delay caused by the Registrar, the .IN Registry, technical processing or other circumstances outside the Respondent's reasonable control shall not constitute a breach of this Settlement Agreement, provided that the Respondent has promptly taken all actions and provided all confirmations reasonably required of him to effect the transfer.
8. This Settlement Agreement constitutes the entire agreement between the Parties concerning the settlement of INDRP Case No. 2161 and may be submitted to the Learned Sole Arbitrator and the .IN Registry for the purposes of recording and implementing the settlement.

For and on behalf of
Häfele SE & Co KG

Respondent
Syed Nadeem

K Seth

T. Bettinger

Dr. Torsten Bettinger

Authorised Representative / Counsel for the
Complainant

Date: 07 September 2026



Syed Nadeem

Date: 06 September 2026

K. Seth